

## **REMARKS**

This amendment is submitted in response to the Examiner's Action dated December 6, 2002. Applicant has amended the claims herein. No new matter has been added, and Applicant respectfully requests entry of the claim amendments. The amendments overcome the claim rejections below and thus, where arguments are provided below to rebut claim rejections, those arguments are in reference to the claims in their amended form.

### **CLAIM REJECTIONS UNDER 35 U.S.C. § 112**

Claims 7 and 17 are rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for reciting the acronym "TID," whose meaning Examiner states is not clear. Applicant has amended the independent Claims 1 and 11 to definitively recite "transaction identifier (TID)," when that term is first introduced in each claim set. The amendments overcome each of the §112 rejections, and Applicant, therefore, respectfully requests reconsideration of the §112 rejections of the claims.

### **CLAIM REJECTIONS UNDER 35 U.S.C. § 102(e)**

At paragraph 8 of the Office Action, Claims 1-17, as understood, are rejected under 35 U.S.C. § 102(e) as being clearly anticipated by Schwartz, et al. (US 2001/0044787) or Tsiounis (US 2001/0039535). At paragraph 9 of the Office Action, Claims 1-5, 7-15, and 17, as understood, are rejected under 35 U.S.C. § 102(e) as being clearly anticipated by Kensey (US 2001/0037253).

These references do not anticipate Applicant's claimed invention because none of the references (neither individually nor in combination) teach or suggest the key features recited in Applicant's claims. Specifically, the references fail to teach the SRID (security routing identifier) and functional features associated with the SRID, including its utilization for shipping items to a buyer in a manner that prevents the buyer's personal data from being accessible to the merchant. Further, these references also fail to teach enabling a user to select whether or not to conduct the E-commerce transaction via the secure (TID) method.

Applicant's claims specifically recite: (1) " assigning a security routing identifier (SRID) ... to identify a shipment of said item by a shipping service ... independent of said second party utilized to complete said transfer of said item to an address of said first party, and wherein said ... second party, who forwards the item along with said SRID and said TID to the shipping service;" (2) "receiving said transaction identifier along with said security routing identifier at said depository from said shipping service;" and (3) "forwarding at least an address portion of said profile associated with said TID to said shipping service along with said SRID, wherein said shipping service receives the item from said second party tagged with only said SRID and said TID for identification purposes and subsequently sends said item to said first party utilizing at least said address portion of the profile."

Applicant's other independent claim further recites: (4) "enabling said first party to select whether or not to provide said TID in lieu of personal information to said second party."

Tsiounis provides a "trusted party component" that is utilized for paying a merchant on behalf of a customer while securing the confidential payment information of the customer. Shwartz provides a "secure private agent" that (1) mediates communication between the consumer and electronic commerce sites by substituting IDs for the consumer's personal information, (2) completes transactions and (3) authorizes payments for the consumer. Kensey provides a "customer service portal" to enable on-line ordering from merchant members, who only receive shipping address information from the customer service portal for delivery of the purchased products.

Although each reference provides an intermediary service that operates to shield personal information of a consumer from a merchant during an E-commerce transaction, none of the references teach the use of an SRID and associated shipping features or the enabling of the consumer to elect when to utilize the TID to complete a transaction.

The standard for a § 102 rejection requires that the references teach each element recited in the claims set forth within the invention. Schwartz, Tsiounis and Kensey, each fails to meet

this standard and therefore do not anticipate Applicant's invention. The above claims are therefore allowable.

**CLAIM REJECTIONS UNDER 35 U.S.C. § 103**

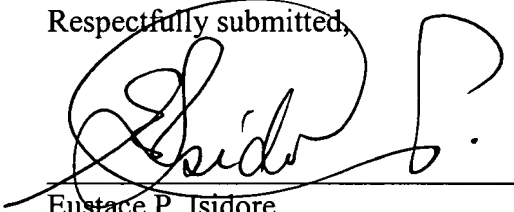
At paragraph 11 of the Office Action, Claims 6 and 16 are rejected under 35 U.S.C. 103(a) as being unpatentable over Kensey (US 2001/0037253). As clearly outlined above, the independent claims from which these claims respectively depend are allowable over Kensey. Thus, Claims 6 and 16 are also allowable over the reference.

### CONCLUSION

Applicant has diligently responded to the Office Action by amending the claims and showing why the claims are not anticipated by or unpatentable over Schwartz, Tsiounis, or Kensey. The amendments and arguments overcome the § 112, §102 and §103 rejections, and Applicant, therefore, respectfully requests reconsideration of the § 112, §102 and §103 rejections and issuance of a Notice of Allowance for all claims now pending.

Applicant respectfully requests the Examiner contact the undersigned attorney of record at (512) 542-2100 if such would further or expedite the prosecution of the present Application.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'E. Isidore', is written over a horizontal line. The signature is stylized with a large loop at the beginning and a long, sweeping tail.

Eustace P. Isidore

*Registered with Limited Recognition (see attached)*

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**Expires: May 23, 2003**

  
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